

1 GINA GILBERT WINSPEAR, ESQ.  
 2 Nevada Bar No. 005552  
 3 gwinspear@dennettwinspear.com  
 4 MATTHEW ALLEN SARNOSKI, ESQ.  
 5 Nevada Bar No. 009176  
 6 msarnoski@dennettwinspear.com  
 7 **DENNELL WINSPEAR, LLP**  
 8 3301 N. Buffalo Drive, Suite 195  
 Las Vegas, Nevada 89129  
 Telephone: (702) 839-1100  
 Facsimile: (702) 839-1113  
**Attorneys for Defendants,**  
**State Farm General Insurance Company and**  
**State Farm Fire & Casualty Company**

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 GILBERTO MIRANDA, an individual; BONNIE LO,  
 12 an individual; CHAD TERRY, an individual; THOMAS  
 MOFFITT, an individual,

Case No.: 2:23-cv-01780-JAD-DJA

13 Plaintiffs,

14 vs.

15 STATE FARM GENERAL INSURANCE COMPANY;  
 16 STATE FARM FIRE & CASUALTY COMPANY;  
 DOES 1-10; and ROE LEGAL ENTITIES 1-10,

17 Defendants.

18  
 19 **STIPULATION AND ORDER REGARDING CONFIDENTIALITY AGREEMENT**

20 The parties, by and through their undersigned counsel, hereby submit this Stipulated  
 21 Protective Order and state as follows:

22 A. State Farm General Insurance Company and State Farm Fire & Casualty Company  
 23 ("State Farm") possesses certain information and documents that contain confidential, proprietary,  
 24 or trade secret information that may be subject to discovery in this action, but that should not be  
 25 made publicly available.

26 B. The parties therefore request that the Court enter the following Protective Order to

1 properly balance the discovery rights of the Plaintiffs with State Farm's rights to protect its private,  
2 confidential, proprietary, or trade secret information.

3           The Court ORDERS:

4           1.       All production and disclosure of information designated as CONFIDENTIAL,  
5 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, by State Farm during this litigation  
6 shall be governed by this Order, including, but not limited to, information contained in or derived  
7 from documents, deposition testimony, deposition exhibits, trial testimony, computer memory or  
8 archives, other written, recorded or graphic matter, and all copies, excerpts, or summaries thereof  
9 (collectively, "information").

10          2.       Information subject to this Protective Order shall be designated CONFIDENTIAL,  
11 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER by State Farm by stamping  
12 "CONFIDENTIAL," "TRADE SECRET," or otherwise indicating confidentiality, trade secret or  
13 produced subject to this Protective Order, as appropriate, on the face of a single-page document,  
14 on at least the initial page of a multi-page document, and in a prominent location on the exterior of  
15 any tangible object. Any electronically stored information may be designated as CONFIDENTIAL,  
16 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER through a correspondence providing  
17 the media and a hard copy or printout shall be treated as protected material of the same  
18 designation. Designation may only be made after a good faith review by Rule 26 when designating  
19 information as CONFIDENTIAL, TRADE SECRET or SUBJECT TO PROTECTIVE ORDER.

20          3.       With respect to deposition testimony, State Farm may, either on the record at the  
21 deposition or by written notice to counsel for Plaintiffs no later than thirty-five (35) days after receipt  
22 of the transcript of said deposition, designate portions of testimony as CONFIDENTIAL, TRADE  
23 SECRET, or SUBJECT TO PROTECTIVE ORDER. All testimony, regardless of whether  
24 designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER on  
25 the record, shall be treated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
26 PROTECTIVE ORDER until thirty-five (35) days after receipt of the transcript of said deposition by  
27 all parties. Certain depositions may, in their entirety, be designated CONFIDENTIAL, TRADE  
28 SECRET, or SUBJECT TO PROTECTIVE ORDER prior to being taken because of the anticipated

1 testimony. Furthermore, any document designated as CONFIDENTIAL, TRADE SECRET, or  
2 SUBJECT TO PROTECTIVE ORDER shall maintain that designation and the protections  
3 afforded thereto if introduced or discussed during a deposition.

4       4. The inadvertent or unintentional disclosure by State Farm of information considered  
5 to be CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall not be  
6 deemed a waiver in whole or in part of State Farm's claim of protection pursuant to this Protective  
7 Order, either as to the specific information disclosed or as to any other information relating thereto.  
8 Any such inadvertently or unintentionally disclosed information shall be designated as  
9 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER as soon as  
10 reasonably practicable after either party becomes aware of the erroneous disclosure and shall  
11 thereafter be treated as such by all receiving persons absent re-designation pursuant to Court  
12 order. Upon receipt of the properly designated documents, the recipient must return or destroy the  
13 non-designated set within three (3) days. If the recipient destroys the documents, then the recipient  
14 must provide written certification of the destruction to the producer of the information within three  
15 (3) days of receipt of the properly designated documents. In addition, the production or disclosure  
16 by State Farm of an attorney-client privileged, attorney work product, or other protected document  
17 or information, whether inadvertent or otherwise, shall not be deemed a waiver of the privilege,  
18 work product, or other protection or immunity from discovery by State Farm in this or any  
19 subsequent state or federal proceeding pursuant to Rule 502 regardless of the circumstances of  
20 disclosure. If any party becomes aware of the production or disclosure of such protected  
21 information by State Farm, that party shall provide written notice of such production or disclosure  
22 within three (3) days after it becomes aware that protected information has been disclosed or  
23 produced.

24       5. When information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
25 PROTECTIVE ORDER is presented, quoted or referenced in any deposition, hearing, trial or other  
26 proceeding, counsel for the offering party shall make arrangements or, when appropriate, request  
27 the Court to make arrangements, to ensure that only persons entitled to such information pursuant  
28 to Paragraph 8 are present during such presentation, quotation or reference.

1       6.     Subject to the requirements of Paragraph 10 of this Agreement, no person receiving  
2 information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE  
3 ORDER shall disclose it or its contents to any person other than those described in Paragraph 8  
4 below; no such disclosure shall be made for any purposes other than those specified in that  
5 paragraph; and in no event shall such person make any other use of such information. Counsel  
6 shall be responsible for obtaining prior written agreement to be bound to the terms of this  
7 Agreement from all persons to whom any information so designated is disclosed, and shall be  
8 responsible for maintaining a list of all persons to whom any information so designated is disclosed  
9 and, for good cause shown, such list shall be available for inspection by counsel for State Farm  
10 upon order of the Court; provided, however, that the requirements of this sentence shall not apply  
11 to disclosures made pursuant to Paragraphs 8(h) and/or 10 of this Protective Order.

12       7.     Except as agreed by State Farm or as otherwise provided herein, including in  
13 Paragraphs 8(h) and 10 of this Protective Order, information designated as CONFIDENTIAL,  
14 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall (1) only be used in the  
15 preparation for trial and/or any appeal of this Action and (2) be maintained in confidence by the  
16 party(ies) to whom it is produced and not disclosed by such party(ies) except to persons entitled  
17 to access thereto pursuant to Paragraph 8 below. Except as provided in Paragraphs 8(h), (g),  
18 (k), and 10 of this Protective Order, information which is CONFIDENTIAL, TRADE SECRET, or  
19 SUBJECT TO PROTECTIVE ORDER may not be used by any person receiving such material for  
20 any business or competitive purpose or for use in matters other than this lawsuit, including other  
21 matters involving State Farm.

22       8.     Information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
23 PROTECTIVE ORDER by State Farm shall be disclosed only to the following persons:

24           (a)    attorneys actively working on or supervising the work on this case;  
25           (b)    persons regularly employed or associated with the attorneys actively working on  
26                   this case whose assistance is required by said attorneys in the preparation for  
27                   trial, at trial, or at other proceedings in this case;

- (c) the parties, including designated representatives and counsel for the entity defendant;
- (d) expert witnesses and consultants retained in connection with this proceeding, to the extent such disclosure is necessary for preparation, trial or other proceedings in this case and the expert or consultant has signed a written acknowledgement attached as *Exhibit A*;
- (e) the Court and its employees ("Court Personnel");
- (f) stenographic and video reporters who are engaged in proceedings necessarily incident to the conduct of this action;
- (g) deponents, witnesses, or potential witnesses, who have first-hand knowledge of the document and have signed a written acknowledgment attached as *Exhibit A*;
- (h) the Nevada Division of Insurance, law enforcement officers, and/or other government agencies, as permitted or required by applicable state and federal law,
- (i) a jury involved in litigation concerning the claims and any defenses to any claims in this lawsuit;
- (j) anyone as otherwise required by law;
- (k) as authorized by the parties specifically; and
- (l) other persons by written agreement of the parties when the person has signed a written acknowledgement attached as *Exhibit A*.

21           9.       Subject to Paragraph 10 of this Protective Order, the recipient of any information  
22 designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER pursuant  
23 to this Agreement shall maintain information in a secure and safe area and shall exercise due and  
24 proper care with respect to the storage, custody and use of all such information.

25           10. Nothing in this Protective Order disallows State Farm's maintenance or use of  
26 information and documents in or pursuant to: its electronic claim system; the privacy requirements  
27 of the Nevada Division of Insurance and other applicable state and federal laws; the records  
28 retention requirements of the Nevada Division of Insurance, the Nevada Rules of Professional

1 Conduct, or other applicable state and federal laws; the records retention practices of State Farm;  
2 and any written Court Order. Further, nothing in this Protective Order disallows reporting of  
3 information by State Farm as permitted and/or required by applicable state and federal law,  
4 including reporting to the Insurance Services Office, Inc.

5       11. Plaintiffs may, at any time during the pendency of this lawsuit, request from State  
6 Farm, in writing, the release of information designated as CONFIDENTIAL, TRADE SECRET, or  
7 SUBJECT TO PROTECTIVE ORDER from the requirements of the terms and provisions of this  
8 Protective Order. Upon receipt of such request, counsel for State Farm and counsel for Plaintiffs  
9 shall attempt to meet and confer. If the parties are unable to agree as to whether the information  
10 at issue is properly designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
11 PROTECTIVE ORDER, any party may raise the issue of such designation with the Court pursuant  
12 to the Court's Practice Standards. Any information submitted to the Court for review shall be  
13 submitted under seal and for in camera review. Pending a ruling from the Court, State Farm's  
14 designation shall control. Nothing in this Protective Order shall preclude any party from responding  
15 to a validly issued subpoena, provided, however, that the party responding to the subpoena shall  
16 provide written notice of such subpoena to the attorney of the party that originally produced the  
17 documents within three (3) days of receipt of a subpoena, which seeks production or disclosure of  
18 the information which is designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
19 PROTECTIVE ORDER. Production or disclosure of information which is designated  
20 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER may not occur until  
21 the deadline set forth in a validly issued subpoena, absent agreement of the parties.

22       12. Nothing in this Protective Order shall be construed as a limitation on the use of  
23 evidence in a submission to the Court or at trial, subject to such confidentiality provisions as may  
24 be ordered by the Court. However, prior to utilizing or filing a document which is designated  
25 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, Plaintiffs must  
26 provide notice to State Farm of its intentions. State Farm may then request that the document be  
27 filed with restricted access or under seal. Furthermore, any party shall have the right to request  
28

1 that any hearing or portions thereof be conducted in camera. The Court shall retain jurisdiction to  
2 modify the terms of this Protective Order.

3       13. The obligations of this Protective Order shall survive the termination of this action  
4 and continue to bind the parties and their counsel. The Court will have continuing jurisdiction to  
5 enforce this Protective Order irrespective of the manner in which this action is terminated.

6       14. Within thirty-five (35) days of the final determination of this action, each person or  
7 party who has received information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT  
8 TO PROTECTIVE ORDER shall be obligated to return the same to State Farm, including any  
9 copies, or to destroy such information and certify that it has been destroyed, except that the  
10 recipient need not destroy or return transcripts of depositions and materials filed with the Court,  
11 and party may retain one archival copy of all pleadings in the action, regardless of whether such  
12 pleadings (including appendices) contain or refer to information designated CONFIDENTIAL,  
13 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER; subject to the legal requirements for  
14 maintenance and destruction of client files by the parties' counsel. Within seven (7) days of the  
15 final determination of this action, counsel of record who has provided information designated  
16 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER to other individuals  
17 must inform those individuals that the matter has reached final determination and remind them of  
18 the return or destruction obligation.

19       15. This Protective Order may be modified by the Court at any time for good cause  
20 shown following notice to all parties and an opportunity for them to be heard.

21       16. Noting in this Protective Order shall prohibit any party from filing a motion seeking  
22 further or different protection from the Court, or from filing a motion with respect to the manner in  
23 which the information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
24 PROTECTIVE ORDER shall be treated at trial.

25       17. Any party wishing to use any CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
26 PROTECTIVE ORDER information or document in any brief, memorandum, motion, affidavit, or  
27 other paper filed with the Court shall file the document under seal in the Nevada's Court's E-filing  
28 system, with a note to the Court Clerk referencing this Order.

1       18. Unless otherwise permitted by statute, rule or prior court order, papers filed with the  
2 court under seal shall be accompanied by a contemporaneous motion for leave to file those  
3 documents under seal, and shall be filed consistent with the court's electronic filing procedures in  
4 accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the party  
5 seeking to file a paper under seal bears the burden of overcoming the presumption in favor of  
6 public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d 1172  
7 (9th Cir. 2006).

DATED this 1<sup>st</sup> day of October, 2024.

DATED this 4 day of Oct., 2024.

CLEAR COUNSEL LAW GROUP

DENNNETT WINSPEAR, LLP

JARED R. RICHARDS, ESQ.  
Nevada Bar No. 11254  
DUSTIN E. BIRCH, ESQ.  
Nevada Bar No. 10517  
1671 W. Horizon Ridge Parkway  
Henderson, Nevada 89012  
**Attorneys for Plaintiffs**

/s/ Matthew Allen Sarnoski, Esq.

Dy  
GINA GILBERT WINSPEAR, ESQ.  
Nevada Bar No. 005552  
MATTHEW ALLEN SARNOSKI, ESQ.  
Nevada Bar No. 009176  
3301 N. Buffalo Drive, Suite 195  
Las Vegas, Nevada 89129  
**Attorneys for Defendants**

## ORDER

Good cause appearing therefore, IT IS SO ORDERED.

DATED this 8<sup>th</sup> day of October

UNITED STATES MAGISTRATE JUDGE

Submitted by:

DENNELL WINSPEAR, LLP

By /s/ Matthew Allen Sarnoski, Esq.

By \_\_\_\_\_  
GINA GILBERT WINSPEAR, ESQ.  
Nevada Bar No. 005552  
MATTHEW ALLEN SARNOSKI, ESQ.  
Nevada Bar No. 009176  
3301 N. Buffalo Drive, Suite 195  
Las Vegas, Nevada 89129  
**Attorneys for Defendants**

1 EXHIBIT A

2  
3  
4  
**ACKNOWLEDGMENT AND AGREEMENT TO**  
**ABIDE BY STIPULATION AND ORDER**  
**REGARDING CONFIDENTIALITY AGREEMENT**

5 THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or she  
6 has read the Stipulation and Order Regarding Confidentiality Agreement filed in this action on  
7 \_\_\_\_\_, 2024. The Undersigned hereby acknowledges that a Stipulation and  
8 Order Regarding Confidentiality Agreement in the case of *James B. Gibson v State Farm Mutual*  
9 *Automobile Insurance Company, et al.*, was filed in the United States District Court Southern  
10 District for the District of Nevada and entitled "STIPULATION AND ORDER REGARDING  
11 CONFIDENTIALITY AGREEMENT."

12 The Undersigned agrees to be bound by the terms of the above-mentioned Stipulation and  
13 Order Regarding Confidentiality Agreement in the same manner as the parties to the Stipulation  
14 and Order and their respective attorneys. The Undersigned agrees to provide DENNETT  
15 WINSPEAR, LLP, attorneys for Defendants, STATE FARM GENERAL INSURANCE COMPANY  
16 and STATE FARM FIRE & CASUALTY COMPANY, with written notice of any document sharing  
17 as well as a list of any recipients of shared documents. The Undersigned also agrees, as provided  
18 in the Stipulation and Order Regarding Confidentiality Agreement, to submit to the jurisdiction of  
19 the United States District Court Southern District for the District of Nevada for any proceedings  
20 related to any violation or threatened violation of this Order.

21 Dated: \_\_\_\_\_

22 Litigant \_\_\_\_\_  
23

24 Litigant \_\_\_\_\_  
25

26 Litigant \_\_\_\_\_  
27

28 Attorney \_\_\_\_\_